

FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT

THIS FIRST AMENDMENT is executed this 12th day of ~~April~~^{MAY}, 1986, by and among PACCAR, INC., a Delaware corporation, ATLAS BUILDING WRECKERS, an Oregon general partnership, and ATLAS BUILDING WRECKERS, INC., a Washington corporation. For and in consideration of the mutual covenants contained herein, the parties agree:

W I T N E S S E T H:

1. Status of Parties and Purpose of Amendment. On even date herewith, the parties have executed a Revocable License Agreement (the "Agreement") with respect to the use and possession of certain real property located in King County, Washington. Prior to final execution of the Agreement, the parties have agreed to modify the Agreement by providing for a limited arbitration provision, as well as to make an additional change to the Agreement. The purpose of this Amendment is to reflect those further understandings.

2. Amendment of Paragraph 10. Paragraph 10 of the Agreement is amended by adding the following at the end thereof:

Notwithstanding the foregoing, upon the expiration of the term or earlier termination of this Agreement, the credit to be applied against the indebtedness described in Paragraph 10(a) shall be adjusted pro rata to reflect that portion of the Materials that has been removed from the Premises as of the date of expiration of the term or earlier termination of this Agreement, as the case may be, as compared to total amount of the Materials located on the Premises as reflected

in Exhibit C; provided, however, that no less than ninety percent (90%) of the Materials, by volume, must be removed before any pro rata credit shall be given. In the event the parties are unable to agree on the amount of removal of Materials, any such disagreement shall be resolved by arbitration as provided in Paragraph 30 hereof.

3. Amendment of Paragraph 25. Paragraph 25 of the Agreement is amended by adding the following at the end thereof:

The failure of Atlas to furnish to PACCAR such a corporate ratifying resolution shall not modify the foregoing warranty of authority or be deemed to imply a lack of authority to execute this Agreement, but may, at the option of PACCAR, be deemed an event of default within the meaning of Paragraph 14 hereof.

4. Addition of Paragraph 30. The Agreement is further amended by the addition of a new Paragraph 30, to read as follows:

30. Arbitration. In the event of any disagreement or dispute between the parties hereto with respect to substantial compliance by Atlas with the requirements established in Paragraph 5a(1), (2), and (3) hereof or with respect to the percentage of removal of Materials from the Premises, as provided in Paragraph 10 hereof, said dispute shall be resolved by arbitration conducted in King County, Washington by a single arbitrator. Such arbitration shall be limited to the factual determination of substantial compliance or non-compliance with the provisions of Paragraph 5a(1), (2), and (3) hereof or to a determination of the percentage of completion of the removal of Materials from the Premises, as the case may be, and this arbitration provision shall not deprive or in any way limit any party from access to any other forum, whether administrative or judicial, to seek any remedies provided by this Agreement or at law or in equity.

Any party disputing a contention of another party with respect to the substantial

compliance with all of the requirements of Paragraph 5a(1), (2), and (3) hereof or with respect to the percentage of completion of the removal of Materials from the Premises, as the case may be, shall first give written notice of dispute to the other party. Within five (5) days of the giving of such notice of dispute, the party to whom the notice is given shall have the right to seek arbitration of the issues raised in said notice. Failure of a party to give notice of arbitration within the period provided herein shall be deemed to be an unequivocal waiver of the right of said party to seek arbitration of all of the matters contained in said notice of dispute.

The demand for arbitration shall be in writing and shall contain a list of not less than three (3) arbitrators acceptable to the requesting party. In the event the party receiving such notice does not agree to any one (1) of the acceptable arbitrators within three (3) days from the date of receipt of demand for arbitration, then the presiding judge of the King County Superior Court shall select the arbitrator, at the request of any party. The arbitrator so selected shall be instructed to render his decision within fifteen (15) days from the date of his appointment and the decision of the arbitrator, which shall be expressly limited to determination of the matters contained in this Paragraph 30, shall be final and shall not be subject to any appeal except as provided in and limited by RCW 7.04.160. The arbitrator's fee shall be paid by the party seeking arbitration.

Notwithstanding the foregoing, in the event Atlas seeks arbitration of any of its obligations under Paragraph 5a(1), (2), and (3) hereof and does not prevail in such arbitration, it may not again seek arbitration of the question of compliance with any other of its obligations under Paragraph 5a(1), (2), and (3) hereof. If, however, Atlas prevails in such arbitration, it may again seek arbitration of its substantial compliance with its other obligations under Paragraph 5a(1), (2), and (3) hereof until such time as it does not prevail in such arbitration, at which time its right to seek arbitration is barred.

WITNESS OUR HANDS the day and year first above written.

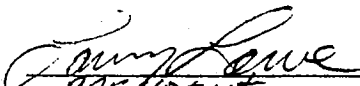
PACCAR, INC.

By: 
Its: SENIOR VICE PRESIDENT

ATLAS BUILDING WRECKERS

By: _____
Its: _____

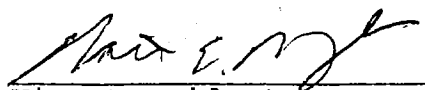
ATLAS BUILDING WRECKERS, INC.

By: 
Its: PRESIDENT

CONSENT OF LESSOR

The undersigned, as Lessors under the above-described Prime Lease, hereby consent to the above First Amendment to Revocable License Agreement and the terms and conditions contained therein. This consent shall only apply to such First Amendment and this consent shall not be deemed to be a modification of said Prime Lease.

RAINIER NATIONAL BANK, as Co-
Trustee ^{under the Will of Giuseppe Desimone} and as co-executor of
the estate of Assunta
Desimone, deceased

By: 
Vice President

By:

Real Estate Officer

Mondo Desimone
MONDO DESIMONE, as Trustee under
the Will of Guiseppi Desimone and
as co-executor of the estate
of Assunta Desimone, deceased

Rose D. Maselli
ROSE D. MASELLI, as Co-Trustee
under the Will of Guiseppi Desimone
and as Co-Executor of the Estate of
Assunta Desimone, deceased

Katherine M. Desimone
KATHERINE M. DESIMONE,
Individually and as Trustee
under the will of Louis Desimone, deceased

STATE OF WASHINGTON)

: SS

COUNTY OF KING)

I certify that on this 12th day of May, 1986, I know or have satisfactory evidence that DAVID J. HOVINO, signed this instrument, on oath stated the he was authorized to execute the instrument, and acknowledged it as the SENIOR V.P. of PACCAR, INC., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Philip G. Masfella
NOTARY PUBLIC in and for
The State of Washington
Commission Expires: 7-1-86

STATE OF OREGON)

: SS

COUNTY OF MULTNOMAH)

I certify that on this _____ day of May, 1986, I know or have satisfactory evidence that WALTER LOWE, signed this instrument, on oath stated the he was authorized to execute the instrument, and acknowledged it as the _____ of ATLAS BUILDING WRECKERS, an Oregon General Partnership or Sole

Proprietorship, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for
The State of Oregon
Commission Expires: _____

STATE OF OREGON)
 : ss
COUNTY OF MULTNOMAH)

I certify that on this 6 day of May, 1986, I know or have satisfactory evidence that **LARRY LOWE**, signed this instrument, on oath stated the he was authorized to execute the instrument, and acknowledged it as the President of **ATLAS BUILDING WRECKERS, INC.**, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Crystal Marie Ray
NOTARY PUBLIC in and for
The State of Oregon
Commission Expires: 4/27/90